

**CALIFORNIA PARTICIPATING ADDENDUM  
NEW YORK STATE/NATIONAL ASSOCIATION OF STATE PROCUREMENT  
OFFICIALS (NASPO) COOPERATIVE CONTRACT  
HAZARDOUS INCIDENT RESPONSE EQUIPMENT  
RAE SYSTEMS, INC.  
MASTER PRICE AGREEMENT  
CONTRACT # PC 61968**

**1. Scope:**

This Participating Addendum covers the purchase of **Hazardous Incident Response Equipment (HIRE)** for all State Agencies and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the NASPO program is consistent with its procurement policies and regulations.

**2. Changes:**

Changes to the terms and conditions of the signed **Master Agreement Contract** are as follows:

- a. The California General Provisions (CAGP) **Revision 9/2/2008 (GSPD-401Non IT Commodities based on April 12, 2007 standard)** for New York State/National Association of State Procurement Officials (NASPO) **Hazardous Incident Response Equipment (HIRE)** as attached become a part of this Participating Addendum.
- b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's NASPO **New York State, Master Price Agreement**, packaging, invoices, catalogs, brochures and technical data sheets.
- c. **New York State, Master Price Agreement** number is **PC 61968**.
- d. **New York State, Master Price Agreement** cover page, is hereby modified as follows: "Original Award Date" changed to "Effective Date \_\_\_\_\_".
- e. DGS Termination of Contract:

The State may terminate this contract at any time upon 30 day prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

- f. At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to Public Contract Code Section 6611, in accordance with existing guidelines and procedures adopted by the Department of General Services.
- g. Reports & Administrative Fee:

Contractor shall submit report to the California Contract Administrator for all California purchases providing the following information:

|                                       |                               |
|---------------------------------------|-------------------------------|
| Agency Name                           | Agency Contact Name           |
| Purchase Order Number                 | Agency Address                |
| Purchase Order Date                   | Agency Telephone Number       |
| Total Purchase Order Amount           | Total Dollars for the quarter |
| WSCA Administrative Fee Dollar Amount |                               |

**CALIFORNIA PARTICIPATING ADDENDUM  
NEW YORK STATE/NATIONAL ASSOCIATION OF STATE PROCUREMENT  
OFFICIALS (NASPO) COOPERATIVE CONTRACT  
HAZARDOUS INCIDENT RESPONSE EQUIPMENT  
RAE SYSTEMS, INC.  
MASTER PRICE AGREEMENT  
CONTRACT # PC 61968**

The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period. This fee shall be included as an adjustment to contractors NASPO pricing and not invoiced or charged to the purchasing entity.

**Payment of the administrative fee by Contractor due irrespective of status of payments on orders from users to Contractor.**

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

|                    |                   |            |
|--------------------|-------------------|------------|
| Calendar Quarter 1 | (JUL 1 to SEP 30) | Due OCT 31 |
| Calendar Quarter 2 | (OCT 1 to DEC 31) | Due JAN 31 |
| Calendar Quarter 3 | (JAN 1 to MAR 31) | Due APR 30 |
| Calendar Quarter 4 | (APR 1 to JUN 30) | Due JUL 31 |

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike  
Department of General Services  
Procurement Division  
Multiple Award Program - WSCA  
707 Third Street, 2nd Floor, MS # 202, West Sacramento, CA 95605-2811

- h. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division  
Multiple Award Program - WSCA  
707 Third Street, 2nd Floor, MS # 202  
West Sacramento, CA 95605

Contact: Cynthia Okoroike  
E-mail: [cynthia.okoroike@dgs.ca.gov](mailto:cynthia.okoroike@dgs.ca.gov)  
Phone: (916) 375-4389  
Fax: (916) 375-4663

- i. Subcontractor/Resellers:

RAE SYSTEMS, INC. will facilitate its WSCA business through its resellers and a list of approved resellers shall be listed and updated regularly at this link, [www.raesystems.com/nysh](http://www.raesystems.com/nysh) .

**CALIFORNIA PARTICIPATING ADDENDUM  
NEW YORK STATE/NATIONAL ASSOCIATION OF STATE PROCUREMENT  
OFFICIALS (NASPO) COOPERATIVE CONTRACT  
HAZARDOUS INCIDENT RESPONSE EQUIPMENT  
RAE SYSTEMS, INC.  
MASTER PRICE AGREEMENT  
CONTRACT # PC 61968**

- j. The primary **RAE SYSTEMS, INC.** CUSTOMER contact for this Participating Addendum is as follows:

**RAE SYSTEMS, INC.**

---

Address: \_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

- k. Price Agreement Number:

The **New York State, Master Price Agreement** number for the Participating State is **PC 61968**. The **New York State, Master Price Agreement** Number MUST be shown on all Purchase Orders issued against this **New York State, Master Price Agreement**.

This Addendum and the Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

**CALIFORNIA PARTICIPATING ADDENDUM  
NEW YORK STATE/NATIONAL ASSOCIATION OF STATE PROCUREMENT  
OFFICIALS (NASPO) COOPERATIVE CONTRACT  
HAZARDOUS INCIDENT RESPONSE EQUIPMENT  
RAE SYSTEMS, INC.  
MASTER PRICE AGREEMENT  
CONTRACT # PC 61968**

I. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the **New York State, Master Price Agreement**. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the **New York State, Master Price Agreement** or this Participating Addendum.

m. Servicing Subcontractors:

The Contractor, at this time, will not be using subcontractors to provide any products or services.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of California:

**RAE SYSTEMS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jim Butler

Name: \_\_\_\_\_

Title: Deputy Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_